

**LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT  
EXPANSION PARKING AND ACCESS AGREEMENT**

The Lincoln-Lancaster County Health Department Expansion Parking and Access Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between B & J Partnership Ltd., a Nebraska limited partnership, hereinafter referred to as “Owner,” and the Lincoln-Lancaster County Public Building Commission, hereinafter referred to as “Commission.”

**RECITALS**

- A. Commission is expanding its Health Department to meet its needs rather than splitting up or moving the Department into branch facilities.
- B. This expansion will necessitate access and parking requirements for property the Commission does not possess.
- C. Owner has agreed to provide land for driveway and parking under conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. Owner agrees to convey in fee simple approximately 230 square feet of property generally located at South 31st Street and O Street to the City of Lincoln and the County of Lancaster to facilitate the re-positioning of the driveway entrance and deceleration lane. The legal description of such property is more particularly described on Exhibit A attached hereto as if set out fully. The property is shown in yellow on said Exhibit A.

2. The Commission agrees to do the following with respect to the parking lot shown in yellow on the site plan attached hereto as Exhibit B:

- a. Be responsible for 100% of the repairs, maintenance, and snow removal for such parking lot;
- b. Pay 100% of all real estate taxes and special assessments levied against such parking lot;
- c. Designate 10 of the 19 parking stalls along the west side of the parking lot for the non-exclusive use by B & J or B & J's non-City or non-Health Department's tenants in the buildings to the west of the parking lot until such time as B & J's non-City or non-Health Department's tenants make a written

request of B & J that some or all of the 10 stalls be designated/marked for exclusive use or the exclusive use of their customers.

3. Save and Hold Harmless. To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold harmless the Public Building Commission, its agents, and employees and City and County elected officials from and against claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of, resulting from or related to the agreement that results in any claim for damage whatsoever including, without limitation, any bodily injury, sickness, disease, death, or injury to or destruction of tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by the Owner or anyone directly or indirectly employed by the Owner, or anyone for whose acts any of them may be liable. This section shall not require the Owner to indemnify or hold harmless the Public Building Commission for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the Public Building Commission. In addition, the Public Building Commission shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any Public Building Commission equipment, material, or supplies used by the Owner or anyone directly or indirectly employed by the Owner. The acceptance or use of any such equipment, material, or supplies shall be construed to mean that the Owner accepts the full responsibility for and in addition to paying for any loss or damage thereto, Owner agrees to exonerate, indemnify, and save harmless the Public Building Commission from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, material, or supplies, whether such damage be to the employee or property of Owner, the Public Building Commission or other persons, even though such equipment may be furnished, rented, or loaned to the Owner by the Public Building Commission. Owner agrees that should this License be declared of no force and effect, it will hold the Public Building Commission harmless for any and all losses to the Owner.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Property.

5. Amendments. This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

6. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

7. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

8. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

9. Construction. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

10. Relationship of Parties. Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the Commission, Owner, or by any third person to create the relationship of partnership or of joint venture or of any association between the parties other than the contractual relationship stated in this Agreement.

11. Assignment. In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement.

12. Owner and Commission agree that should either party be in default of this Agreement a notice will be provided specifying the default and 30 days given to cure such default. In the event the default is not cured, either party may declare this Agreement null and void and of no further force and effect.

13. Termination. This Agreement will expire and terminate on January 1, 2026 and be of no further force and effect unless renegotiated by the parties. The conveyance as shown on Exhibit A to the City and County will not be affected by any termination.

EXECUTED BY Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LINCOLN-LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION

By: \_\_\_\_\_  
Larry Hudkins, Chair

EXECUTED BY Owner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B & J PARTNERSHIP LTD.  
a Nebraska limited partnership

By: \_\_\_\_\_  
Clay Smith, General Partner

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Larry Hudkins, Chair of the Lincoln-Lancaster County Public Building Commission.

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF LANCASTER            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by Clay Smith, General Partner of B&J Partnership, Ltd., a Nebraska limited partnership.

\_\_\_\_\_  
Notary Public